

# DURKIN'S NURSERY

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## TERMS & CONDITIONS:

**New Customers:** Unless other arrangements have been made a 50% deposit is requested with placement of order and balance paid prior to pick up.

**Established Customers:** 25% deposit is requested with placement of order and balance paid 30 days from date of invoice.

Product will not be dug without a deposit.

Extra cost will be added for all products requiring machine digging, non-standard ball size, wire baskets, extra burlap, etc.

Due to unforeseen issues, we may need to adjust the size ordered up or down one grade.

Considering our digging schedule, we request that any cancellations to your order be made prior to September 1<sup>st</sup> for Fall shipments, January 1<sup>st</sup> for Spring shipments and April 1<sup>st</sup> for Summer Shipments. Any cancellations made after these dates may be subject to a restocking charge.

Shipping arrangements are to be made by customer. Any order not picked up within ten days from confirmed pick-up date may be subject to voidance of any discount and warranty. Under no circumstance are we responsible for Spring shipments left on our dock past May 15<sup>th</sup>. We will do our best to keep the product healthy however, it is the buyer's responsibility to make sure the products are shipped prior to May 15<sup>th</sup>. Handling charges will be added to product left on dock after May 15<sup>th</sup>. Buyer is liable for costs for Durkin's Nursery to store and maintain this product.

Overdue accounts will be charged interest at a rate of 3% monthly on the unpaid balance. Interest is accrued from the original date of shipping. Terms, discounts and warranty/claims will be void. All past due accounts must be paid in full prior to new orders. If an account goes to collections, buyer is responsible for all collection fees, collection agency fees and attorney fees.

## WARRANTY / CLAIMS:

Durkin's Nursery guarantees that all nursery stock purchased will be in good condition when placed with carrier prior to May 15<sup>th</sup>. We have no control over the many variables involved with caring for plants once they leave our dock. Responsibility ceases once stock is delivered to carrier. We recommend all stock leave our nursery in a temperature-controlled van and is kept climate controlled typical to keep stock in good health for the duration of the shipment. We reserve the right to refuse/deny warranty on product shipped via non-climate-controlled means.

Claims made regarding damage to plants during transit must be made directly to carrier. We do not guarantee plants to live after accepted in good condition upon receipt at their destination. All claims shall be submitted in writing with photos stating specific problems within 5 days after receiving stock. At no time will we be held responsible for any amount over the purchase price of the tree. Claims are handled via credit to existing or new balances. No cash refunds.